GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Animal Husbandry Department - Implementation of National Livestock Mission - Selection of Agency for Production & Supply of Certified Fodder Seed to Animal Husbandry Department, Andhra Pradesh for a period of Five Years" – Permission to call for tenders through e-procurement and approval of RFP document – Orders – Issued.

ANIMAL HUSBANDRY, DAIRY DEVELOPMENT & FISHEIRES (AH.I) DEPARTMENT

G.O.Rt.No.76 Dated:08.04.2022.

Read :-

From the Director of Animal Husbandry, A.P., Vijayawada, Letter.Roc.No.0661/RBK/2022, Dated:16.03.2022.

-o0o-

ORDER:

Government after consideration of the proposal submitted by the Director of Animal Husbandry, Andhra Pradesh, Vijayawada in the reference read above, hereby accord permission to the Director, Animal Husbandry Department, A.P., Vijayawada, to call for tenders through e-procurement for "Selection of Agency for Production & Supply of Certified Fodder Seed to Animal Husbandry Department, Andhra Pradesh for a Period of Five Years" and to send necessary proposals to Government for finalization of the Agency and permission to enter into MOU for a specific period. Government also approved the Tender Terms and Conditions and specifications of RFP document for "Selection of Agency for Production & Supply of Certified Fodder Seed to Animal Husbandry Department, Andhra Pradesh. The approved RFP document is appended as annexure to this order.

2. The Director, Animal Husbandry Department, Andhra Pradesh, Vijayawada, shall take necessary action accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

POONAM MALAKONDAIAH
SPECIAL CHIEF SECRETARY TO GOVERNMENT (FAC)

To
The Director, Animal Husbandry Department, Andhra Pradesh, Vijayawada.
Copy to:
OSD to Minister (AHDD&F)
P.S. to Spl. C.S (FAC) to Government, AHDD&F Department,
SF/SC. (Computer No.1677698)

//FORWARDED::BY ORDER//

T. Nagesh
SECTION OFFICER

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SCHEDULE OF TENDER PROCESS

The below schedule is tentative. The Directorate of Animal Husbandry reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Event Description	Scheduled Date
Tender Notice No: 0661/RBK/2022	
RFP Issue / Start Date	--- .04.2022
Pre-Bid conference date/time/venue	--.04.2022 11:00 AM, to be conducted online through Google meet / Zoom. (Interested bidders shall send the request for participation through e-mail on or before --.04.2022 12 PM.
Last date/time for clarification	---.04.2022 16:00 Hrs
Due date for Receipt of Proposals/ Bids (Proposal Submission Date or Bid Due Date)	16:00 Hrs (IST) on ---.04.2022 Online submission. 16:00 Hrs (IST) on ---.04.2022 Original Hardcopy submission.
Date and Time of Opening Bids (Technical)	16:30 Hrs (IST) on- --.04.2022
Opening of Financial Proposal / bids	16:30 Hrs (IST) on ---.04.2022

Any addendum / corrigendum to the RFP Document shall be intimidated to all the Applicants / Bidders through E-Procurement platform only.

1. The dates scheduled for RECEIPT and OPENING of tenders are fixed and shall not be changed under any circumstances. However, the Director of Animal Husbandry, AP (the **"Authority"**) reserves the right of postponement of the date of opening of Tenders or date of opening of financial bids in the event of any unforeseen reasons. The Authority reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.
2. The Authority shall not be responsible for any non-receipt of tenders or late uploading of tenders online for any reason, whatsoever.
3. Failure to fill and sign the declaration and check slip shall make tender invalid.
4. Interested bidders may obtain further information about this requirement from the office of Director of Animal Husbandry (DAH), AP. RFP Documents can be

downloaded online by paying the transaction fee by the participating bidders electronically at **https://tender.apeprocurement.gov.in**. The transaction fee is Non-Refundable.

5. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in schedule of tender process above. The queries can also be sent to ap.ahdir@gmail.com(Email ID)which must be received by the Authority by last date / time clarification. Queries received after due date and time shall not be considered.
6. The Proposals shall be filled in English and all entries must be typed / written in blue/black ink. Initials of the Authorized representative of the Bidder must attest all erasures and alterations made while filing the proposal. Over writing of figures in the Price Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.

7. TheAuthority shall not be responsible for any costs or expenses incurred by the bidder(s) in connection with the preparation and delivery of Proposals, including costs and expenses related to transport etc. The Authority reserves the rights to cancel, terminate, change or modify this procurement / Bid Process and /or requirements of proposal stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

8. The Proposal / bid shall be valid for a period of not less than 180 days from the Bid Due Date (the "BDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the authority may request the Bidders to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, bidder will not be permitted to modify their submitted bids after the BDD.

DISCLAIMER

1. The information contained in this document (**"RFP / Tender Document"**) or subsequently provided to Bidders (Applicants / Bidders), whether verbally or in documentary or any other form by or on behalf of Department of Animal Husbandry (herein after referred to as **"Authority"**) or any of its employees, representatives, advisors or Consultants is provided to Bidder(s) on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

2. This Tender document is neither an agreement nor an offer by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation & submission of their Proposals pursuant to this tender document.

3. This document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Request for Proposal for Selection of Agency for Production &Supply of Certified Fodder to Animal Husbandry Department, Andhra Pradesh for a Period of 5 five Years by the selected Bidder / Agency selected through a competitive bidding process. The purpose of this tender is to provide the Bidder(s) with information that may be useful to them in the formulation of their bids (including Price Bids) (the **"Bids"**) pursuant to this tender document and for no other purpose.

4. This document may not be appropriate for all persons, and it is not possible for the Authority and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender document and obtain independent advice from appropriate sources. Information provided in this tender document to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

5. The Authority and its employees/ officers/ advisors/ consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way in this Selection Process / Tender Process (hereinafter defined).

6. The possession or use of this tender document in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this document shall be construed as legal, financial or tax advice.

7. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements and information contained in this tender document.

8. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this document.

9. The issue of this tender document does not imply that Authority is bound to select a Bidder or to award work to the Selected Bidder, as the case may be, for the subject assignment and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

10. Laws of the Republic of India are applicable to this Tender document.

1. LETTER OF INVITATION

1. LETTER OF INVITATION

To,

Whom so ever it may Concern -

Directorate of Animal Husbandry ("**DAH**" or "**Authority**") intends to select an agency for Production & Supply of Certified Fodder Seed to Animal Husbandry Department, Andhra Pradesh for a Period of five Years.

The broad scope of the Agency and the details of the services required to be provided by the Selected Applicant are given in Terms of Reference (ToR) Section 5 of this document (hereinafter referred to as the "**Assignment**").

1.1 Proposal submissions must be received no later than the Bid Due Date specified in the **"Schedule of Tender Process"** in the manner specified in the RFP Document.

1.2 The Original Hard Copies shall also be submitted on or before the due date specified at the address given below clearly mentioning the name of the assignment and the item for which they are intending to bid for.

"SELECTION OF AGENCY FOR PRODUCTION & SUPPLY OF CERTIFIED FODDER SEED TO ANIMAL HUSBANDRY DEPARTMENT, ANDHRA PRADESH FOR A PERIOD OF FIVE YEARS"

To
DIRECTOR OF ANIMAL HUSBANDRY
LABBIPET, VIJAYAWADA- 520010
ANDHRA PRADESH

1.3 This RFP has following sections*:

Section – 1	Letter of Invitation
Section – 2	Instructions to Applicants
Section – 3	Data Sheet
Section – 4	Preparation, Submission and Evaluation of Proposals
Section – 5	Terms of Reference
Section – 6	Formats for Proposal Submission (Annexures)

1.4 The Agency for providing its services for the said Assignment will be selected on the basis of the lowest quote (L1) method (for each item specified)

adhering to the reverse tendering process as described in this RFP. The Financial Proposals (Price Proposals) of only those Applicants, whoqualify the eligibility (technical &financial capability) criteria as mentioned in this RFP shall be processed further.

1.5 The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorized representative (Power of Attorney) of the Applicant must attest all erasures and alterations made while filling the Proposal. Failure to comply with any of these conditions may render the Proposal invalid.

1.6 The Authority shall not be responsible for any costs or expenses incurred by the Applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to transport, postage, survey etc. The Authority reserves the rights to cancel, terminate, change or modify this procurement /tenderprocess and /or requirements of proposal as stated in the RFP at its sole discretion, without assigning any reason or providing any notice and without being liable in any manner for the same.

1.7 The Proposal shall be valid for a period of not less than One hundred and eighty (180) days from the Bid Due Date (the "**BDD**"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Authority may request the Applicants to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Applicants will not be permitted to modify their submitted proposals.

Date: .04.2022

2. INSTRUCTIONS TO APPLICANTS

2. INSTRUCTIONS TO APPLICANTS

2.1 The Authority has adopted a Single-stage Two-Part process(hereinafter referred to as the "**Selection Process**/ **Tender Process**")for selection of an Agency, for award of the Assignment. The Proposal submission is envisaged in two parts - Technical Proposal and Financial Proposal. The Applicants may submit their Proposals in response to this RFP, in accordance with the provisions of this RFP ("**Applicants**"). The Technical Proposals to be submitted by Applicants shall comprise of technical and financial capability documents and other requisite documents/clarifications as per the terms of this RFP. The Financial Proposals of only those Applicants whose Technical Proposal qualify the evaluation process, as per terms hereof, shall be opened for further processing. Tenders have to be submitted ONLINE in two parts in the prescribed proforma i.e., Technical Bid Part. I and Financial Bid Part II

2.2 Applicants are encouraged to inform themselves fully about the Assignment and the local conditions before submitting their Proposals.

2.3 Broad description of the objectives, scope of services, Deliverables, and other requirements relating to this Assignment are specified in this RFP. In case, an Applicant possesses the requisite experience and capabilities required for undertaking the Assignment / Project, it is invited to participate in the Selection Process either individually or as a consortium of entities (the "**Consortium**"), where it is to be noted that the Applicants bidding individually cannot be a member of a Consortium or vice versa.The entity claiming experience under eligibility criteria (as mentioned in the data sheet) should have held, in the company owing the eligible Assignment, a minimum of 26% (twenty six per cent) equity during the entire assignment duration for which eligible experience is being claimed.In the case of a Consortium, anyof the members of the Consortium must have the mentioned / required experience as stipulated in this RFP and such member shall hold an equity not less than 26% in the Consortium at all times during the Agreement Period. The experience/qualifications of the parent/subsidiary company of any of the consortium members will not be relevant.

2.4 Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats/annexures provided.

2.5 No Applicant or its Associate shall submit more than one Proposal for the Assignment.

2.6 Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory Authority or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.7 The Authority reserves the right to terminate an Applicant(s) participation in the Tender Process at any time, should the Authority consider that an Applicant has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.

2.8 Each Applicant shall submit a Power of Attorney as per the format at Annexure: 6authorizing the signatory of the Proposal to commit and bind the Applicant.

2.9 It shall be deemed that by submitting the Proposal, the Applicant has:

a. made a complete and careful examination of the RFP;
b. received all relevant information requested from the Authority;
c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in the RFP;
d. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
e. acknowledged that it does not have a Conflict of Interest;
f. Agreed to be bound by the undertaking and all other documents provided by it under and in terms hereof; And
g. Satisfied itself about the assignment conditions and made a complete and careful examination of the same.

2.10 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.11 The Proposal of an Applicant shall be liable for disqualification in the event of the following:

a. If the Applicant refuses to accept the correction of errors in its Proposal, (or)

b. at any time, a misrepresentation is made or uncovered or a suppressed fact is uncovered, (or)

c. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by theAuthority for evaluation of the Proposal or does not respond to any queries raised by the Authority, (or)

d. If the applicant submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by the Authority.

e. If the Applicant submits multiple proposals for the subject Assignment.

2.12 QUERIES AND CLARIFICATIONS

The Bidders are requested to study this entire RFP document in detail. If the Bidders have any queries related to the RFP or on the proposed Assignment, they may submit such queries to the Authority in writing or e-mail to ap.ahdir@gmail.comon or before the Clarification(s) due date specified in the “Data Sheet / Schedule of Tender”. Clarifications for all such queries received would be provided by the Authority at least five (5) working days before the biddue date / time of Bid submission date. All such queries received and clarifications provided by the Authority shall be informed by uploading on https://tender.apeprocurement.gov.inmentioning as Addendum / Corrigendum for the subject title of the RFP without identifying the names of the Bidders. Bidders are requested to keep themselves updated on the same and Authority takes no responsibility on any claims of non-information.

2.13 AMENDMENT TO RFP

a. At any time prior to the due date for submission of Proposal, the Authority may, for any reason, whether at its own initiative or otherwise, modify the RFP document by issuing Addendum / Corrigendum.
b. In order to provide the Bidders with reasonable time for taking an amendment into account, or for any other reason, Authority may, in its sole discretion, extend the BDD.
c. The above changes & amendments, if any, will be notified on https://tender.apeprocurement.gov.infor the Assignment.

2.14 CONFLICT OF INTEREST

a. The Authority requires that the Bidders provide professional, objective, and impartial advice and at all times hold Authority's interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder(s) shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other Authority(s), or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
b. A Bidder shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified.
c. A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
    i. a constituent of such Bidder is also a constituent of another Bidder; (or)
    ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; (or)
    iii. such Bidder has the same legal representative for purposes of this Application as any other Bidder; (or)
    iv. if a Bidder is engaged by the Authority to provide goods or works or services and if the Associate(s) of such firm is engaged for providing services for the same project and vice versa.
    v. If a Bidder submits multiple Proposals either individually or as a member of any Consortium and vice versa.

2.15 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

2.15.1 The Applicant may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the BDD. No Proposal shall be modified, substituted or withdrawn by the Applicant on or after the BDD.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the BDD, unless the same has been expressly sought for by the Authority shall be disregarded.

2.16 REJECTION OF PROPOSALS

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Proposals and to annul the Tender Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposals hereunder or may take such other steps as it may deem fit in its sole discretion as per applicable laws without being liable for the same in any manner.

2.16.2 The Authority reserves the right not to proceed with the Tender Process at any time, without notice or liability, and to reject any Proposals without assigning any reasons and without being liable for the same in any manner.

2.16.3 If the Applicant has submitting any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively “Foreign Documents”) then the Applicant, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project/ Assignment, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Applicant. However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - "Hague Legalization Convention, 1961", the Applicants may affix an 'Apostle" sticker on each and every page of their Foreign Document(s) [including

all commercial document(s) duly notarized]. Thereafter, the Applicant shall be compulsorily required to get all such "Apostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India.

3. DATA SHEET

3. DATA SHEET

S.No.	Key Information	Details
RFP Details		
1.	Project/Assignment	"Selection of Agency for Production &Supply of Certified Fodder Seed to Animal Husbandry Department, Andhra Pradesh for aPeriod of Five Years"
2.	Authority	Directorate of Animal Husbandry (DAH)
3.	Assignment location	State Wide Veterinary Dispensary (VD) Level /any such locations as designated by the Authority
Proposal Conditions and Evaluation		
4.	Proposal Validity	The Proposal shall be unconditional, firm and irrevocable and shall be valid for a period of 180 (one hundred and eighty) days from the Bid Due Date (BDD)
5.	Minimum Eligibility Criteria	The applicant must meet all the following minimum eligibility criteria. **1.** Experience: Production & Supply of Certified Fodder Seed a. The bidder should be a fodder seed producer with valid Centralized Seed License /Co-Marketing license from the Department of Agriculture from any state in India. b. The bidder should have own manufacturing unit with minimum production capacity of 5000MT of Fodder Seed per year. The Chartered engineer certificate of annual production capacity is mandatory. c. The bidder shall attach 3 invoices of different months in a year towards the sale of fodder seed to any Government institutions in India as a proof of Experience covering 2019-20, 2020-21& 2021-22 for the quoted fodder seed varieties. d. The bidder shall have the experience of multiplication of fodder seed i.e., (Breeder seed to foundation seed and foundation seed to certified seed) of high yielding fodder varieties developed by the ICAR Institutions/NSC/Central Agencies/State Agriculture Universities/ Regional forage stations /Milk unions /Cooperatives /BAIF Limited / Krishi Vignan Kendra etc.

S.No.	Key Information	Details
		e. All relevant ICAR documents of fodder seeds notified by ICAR (Source of the parent line seeds) should be uploaded along with the technical tender document for the seeds to be supplied under subject RFP. f. The bidder should submit Area Registration Certificate for all the varieties to be supplied under subject RFP from the concerned Seed Certification Agency / department. g. The bidders participating from other States shall furnish Centralized Seed license obtained from the concerned Agriculture departments in India. h. With regard to Certified Seeds, the varieties/ hybrids should be as per the norms prescribed by AP State Seed Certification agency (APSSCA)for the particular varieties /hybrids of fodder seed. i. Turnover of INR Seventeen Crores (Rs. 17,00,00,000) from the subject / similar business in any of the last 3 consecutive financial years preceding the Bid Due Date (BDD) as per the audited balance sheets. (Audited CA certificate stating the turnover is acquired from the subject business only shall be submitted) **2.** The Firm should have a valid Firm Registration Certificate and GST registration certificate (GST registered in Andhra Pradesh only). In case of Proprietorship firm, PAN and GST Registration certificate shall be submitted. *Application of GST along with Acknowledgement shall be considered due to the current pandemic situation. However, the Bidder should make the billing with such GST number registered in AP only, failing which the authority shall with hold any payments due to the selected bidder. In case of Consortium the entity claiming the experience should have held, in the company owing the eligible project, a minimum of 26% equity during the entire project period for which the eligible experience is being claimed and such entity should also have and hold at all times an equity of not less than 26% equity in the consortium till the completion of the Assignment. (Proof of experience from the Organization / Client / Authority for which the assignment is shown under eligibility is a must for the above criteria)

S.No.	Key Information	Details
6	Proposal Evaluation	• Financial Proposal of only those Applicants meeting the minimum eligibility criteria will be considered and undertaken. Applicants not meeting the minimum eligibility criteria are deemed to be disqualified from further evaluation process. • Financial Evaluation: Price bids of qualified applicants will only be opened. The Financial Bid would be assessed on the basis of the least / lowest quote – L1 quoted (for each item) by an Applicant for the Assignment duly adhering the guidelines for reverse tendering as per G.O.Ms. No. 79 Finance (HR. V – TFR) Department; Dated: 25-08-2020.
7	Criteria for selection of Agency (Proposal Parameter)	• Criteria for selection of Agency would be the least / lowest quote (L1) as quoted by the applicant for the execution of the assignment upon the eligibility qualification adhering to reverse tendering guidelines.
8	EMD& Processing fee	• It is mandatory for all the participating bidders to pay a refundable EMD of Rs.35,00,000/- drawn from any Nationalized / Scheduled bank in favor of “Director of Animal Husbandry”, Vijayawada by way of DD / BG payable at Vijayawada. • The EMD shall be valid for 30 days beyond the Bid Validity period. • EMD shall be exempted for Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments as per Rule 170 of General Financial Rules (GFRs) 2017 vide Memorandum No. F.9/4/2020-PPD, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division. The bidder shall duly submit the necessary certificate(s) and request for exemption in case of availing the same. • It is mandatory for all the participating bidders to pay a Non-refundable Processing fee of Rs.10,000/- drawn from any Nationalized / Scheduled bank in favor of “Director of Animal Husbandry”, Vijayawada by way of DD payable at Vijayawada.

S.No.	Key Information	Details
9	Performance Security	• The performance security of 2.5% of the Final Bid value (in terms of INR) to be paid by the Selected / Successful Bidder as per T&C of this RFP. • The Selected Bidder for this assignment shall furnish the same within 15 days from the data of receipt of Letter of award.
	Proposal Submissions	
10	Online Submission	• The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://tender.apeprocurement.gov.in. No offline bids shall be entertained by the Tender Inviting Authority
11	Technical Proposal for Eligibility Qualification	• DD towards EMD and Processing fee • Signed RFP Document • Checklist of Submissions ~ Annexure 1 • Covering Letter ~ Annexure 2 • Similar Experience towards minimum eligibility ~ Annexure 3 (All documents as mentioned in S.No.3 of Data Sheet) • GST registration certificate (registered in Andhra Pradesh) and Pan card ~ Annexure 4 • Financial Experience towards minimum eligibility ~ Annexure 5 • Power of Authority ~ Annexure 6 • Firm Registration Certificate ~ Annexure 7 (Not required for Proprietary firm) • Affidavit of non-blacklisting by any client / authority in India~ Annexure 8. • Power of Attorney and MoU for Consortium ~ Annexure 9 (if required)
12	Financial Proposal	The Applicants shall be required to submit their Financial Proposal in the format as provided in the e-tendering platform.
13	Duration of Assignment	The Assignment shall be valid for a period of Five years from the date of signing of Agreement.

4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

4.1 GENERAL

a. The Applicantsshall bear all costs associated with the preparation and submission of its Proposal, including site visits, required data collection, analysis, etc., as also any discussions/negotiations. The Authority shall not be responsible or liable for any such costs incurred.

b. An Applicant shall be a Legal entity. An Applicant may be a natural person born in India or abroad or a private entity, a company, a partnership firm, an LLP or a body corporate, or a Consortium incorporated in India or as per applicable laws of the country of its origin. A consortium of 2-3 entities can participate in this Tender Process.

c. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.

d. All communication and information shall be provided in writing and in English language only.

e. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

4.2 PREPARATION AND SUBMISSION OF PROPOSALS

Tenders have to be submitted ONLINE in two parts in the prescribed proforma i.e., Technical Bid Part. I and Financial Bid Part II

a) Registration with e-Procurement platform: For registration and online bid submission, bidders may visit **https://tender.apeprocurement.gov.in.** The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

b) The bidder is requested to download the tender document from website at **https://tender.apeprocurement.gov.in** and read all the terms and conditions mentioned in the tender Document. Clarifications can be sought from the Tender Inviting Authority. Any offline bid, submission clause in the tender document shall not be considered.

c) The bidder has to keep track of any changes by viewing the addendum / ccorrigendum are issued by the Tender Inviting Authority from time-to-time in the e-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

d) The bidder shall submit his response through bid submission to the tender on e-procurement platform at **https://tender.apeprocurement.gov.in**. No offline bids shall be entertained by the Tender Inviting Authority.

e) The bidders shall submit their eligibility and qualification documents, technical bid, financial bid etc., in the standard formats prescribed in the Tender documents, scanned and to be submitted in the e-procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids except financial bid in the e-procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/ authenticity.

   Note: - All the required documents are to be arranged in the serial order, (Serial Numbers and Page Numbers should be indicated on the right-side top of the corner) and to be uploaded to the e-procurement web site i.e., **https://tender.apeprocurement.gov.in**.

   The following documents are to be uploaded:

   - DD towards EMD& Processing fee
   - Signed RFP Document
   - Checklist of Submissions ~ Annexure 1
   - Covering Letter ~ Annexure 2
   - Similar Experience towards minimum eligibility ~ Annexure 3(All documents as mentioned in S.No.3 of Data Sheet)
   - GST registration certificate (registered in Andhra Pradesh) and Pan card ~ Annexure 4
   - Financial Experience towards minimum eligibility ~ Annexure 5
   - Power of Authority ~ Annexure 6
   - Firm Registration Certificate ~ Annexure 7 (Not required for Proprietary firm)
   - Affidavit of non-blacklisting by any client / authority in India~ Annexure 8
   - Power of Attorney and MoU for Consortium ~ Annexure 9 (if required)

f) The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. GoAP and service provider is not responsible for incomplete bid submission by bidders. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

g) Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.

4.3 PREPARATION & SUBMISSION OF HARD COPIES

After submission of bid online, the bidders are required to submit the same set of documents that are uploaded along with DDs towards EMD& processing fee to the Tender Inviting Authority on or before the Hard copy submission due date as mentioned in the schedule of tender in this document which shall be before the opening of financial bids.

The department shall not take any responsibility for any delay or non-receipt. The bidder who fails to submit the original hard copies of uploaded certificates/documents, Demand Draft on or before the due date shall be suspended from participating in the tenders on e-procurement platform for a period of 3 years from date of bid submission.

Other conditions as per tender documents are applicable.
The outer envelopes shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

The bids shall be made in SEALED ENVELOPE as follows:

I. The envelope shall be marked in bold letter as "TECHNICAL BID" along with title of the Assignmentand shall include the following:

- DD towards EMD & Processing fee
- Signed RFP Document
- Checklist of Submissions ~ Annexure 1
- Covering Letter ~ Annexure 2
- Similar Experience towards minimum eligibility ~ Annexure 3(All documents as mentioned in S.No.3 of Data Sheet)
- GST registration certificate (registered in Andhra Pradesh) and Pan card ~ Annexure 4
- Financial Experience towards minimum. Eligibility ~ Annexure 5
- Power of Authority ~ Annexure 6
- Firm Registration Certificate ~ Annexure 8 (Not required for Proprietary firm)
- Affidavit of non-blacklisting by any client / authority in India
- Power of Attorney and MoU for Consortium ~ Annexure 9 (if required)

4.4 SIGNING OF PROPOSALS

The Authorized Signatory shall sign or initial each page of the proposal documents along with the stamp of the Applicant. They should also sign & stamp each page of the RFP. Each Applicant shall submit a Power of Attorney as per the format at Annexure 6; authorizing the signatory of the Proposal to commit and bind the Applicant.

4.5 OPENING OF PROPOSALS

a. Proposals received on or before the Bid Due Date (BDD) will only be considered for opening and evaluation. Proposals other than the above will be summarily rejected.

4.6 OPENING AND EVALUATION OF TECHNICAL PROPOSAL

a. The Technical Proposals shall be opened on the date as mentioned in the schedule of tender and shall be evaluated for Minimum Eligibility Criteria as per the Data Sheet stipulated in this RFP.

b. Only those proposals meeting the Minimum Eligibility Criteria, will be considered for further evaluation.

c. Applicants not meeting the minimum eligibility criteria will be deemed to be disqualified and will not be considered for further evaluation. No correspondence or representation will be entertained in this regard and the Authority's decision will be final in this regard.

d. The eligible Proposals will be checked for all the mandatory documentsand submissions (Mandatory Annexures and their supporting documents if any) duly signed as per the list provided above and in the prescribed formats. The Authority shall take a decision at its sole discretion with regard to proposals without any of the said documents or documents submitted in any other format other than the prescribed.

4.7 FINANCIAL PROPOSAL

Criteria for selection of Service Provider would be the Lowest Quote (L1) as quoted by the Bidder (for each item) for the execution of the Assignment for the entire Agreement Period, upon the minimum eligibility qualification adhering to the reverse tendering guide lines.

The bidders shall quote their rate(s) for each item (Per KG) towards their bid for the subject assignment in INR (Rs.).The price shall be applicable for entire agreement period of this assignment. The price shall be inclusive of Manufacturing, Packaging, delivery (transportation) and any other taxes / levies excluding GST.

The Financial Proposal of those Applicants who have qualified the Minimum Eligibility Criteria i.e., technical proposal will only be opened.

The L1 price(s) quoted for each item by the technically qualified bidders in the commercial stage shall be the base price for reverse tendering.

The bidder shall be selected based on their Technical and Financial Proposal duly adhering the guidelines for reverse tendering as per G.O.Ms. No. 79 Finance (HR. V – TFR) Department; Dated: 25-08-2020.

Reverse Tendering Process

i. After identification of the L-1 Initial Price Offer, eligible (those who have submitted original hard copies of the DD/ BG for EMD) bidders shall be transferred to the Reverse Auction Platform.

ii. The initial period of the Reverse tendering process will start on the date and time fixed and displayed, following which there will be auto extensions of time by 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.

iii. Decrements made in each subsequent bid shall not be less than 0.5%.

iv. Only the current L1 bid shall be visible to all bidders who may revise their bids until the end of the process.

v. The L1 bid may be determined following a period of inactivity of more than 15 minutes of reverse bidding.

vi. The contractor should register in **https://tender.apeprocurement.gov.in.** for participation in reverse auction.

vii. If the number of bidders participated in initial tendering are more than five (05), 60% of the bidders participated in initial tendering (Counting from the bidder, who has quoted lowest initial price offer) or five (05) whichever is more shall be allowed for reverse tendering, if the number of bidders participated are equal or less than five (05), all the bidders shall be allowed to participate in the reverse tendering as per G.O.Ms. No. 271 MA & UD (UH) Dept. dt 16/10/2019.

viii. To conduct reverse tender process at least two bidders would be required. If only single responsive bidder available, Government have discretion to consider the single responsive bidder, when price offer is substantially low i.e., minimum 10% less than the estimated contract value dispensing with reverse auction.

**The prices quoted shall be firm and shall include all applicable taxes, duties, transportation, accommodation & stationery etc., except GST.*

4.8 CONDITION ON APPLICANTs / BIDDERS

Bidding shall be open to Applicants (which include companies, partnerships, and proprietary concerns), duly registered consortiums. In case of a consortium, the lead firm / applicant (which shall be single entity) shall be specified and fully empowered to represent the consortium. The lead member shall have a minimum stake of 26% in the consortium and other members who claim the eligible experience should have not less than 26% at all times during the project duration.

The following conditions for consortiums shall apply:

A consortium contract which specifies the exact members of the consortium.

Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.

Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with the Authority. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 1000/- (One Thousand only), the formats for which are supplied in Annexure C with this RFP.

The Consortium contract shall clearly specify the exact role and responsibility of each of the consortium members.

In case of the Selected agency being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956. The Selected agency Contract in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the project execution Contract, not less than 26% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium who claim the eligible experience would be required to hold, initially and at all times for during the duration of the project Contract, not less than 26% of the aggregate shareholding of the newly incorporated consortium company.

A member cannot be a member of more than one bidding consortium. An individual applying as a single Bidder cannot at the same time be member of any Consortium bidding under this RFP and vice versa.

Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.

Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Agreement shall entitle Authority to reject the Bid in its sole discretion.

Authority reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Contract.

4.9 NUMBER OF COPIES OF PROPOSAL

The Applicant shall submit one original hard copy of the technical proposal, clearly marking each "Technical Proposal – Original" as appropriate. In the event of any discrepancy between the Uploaded copy and Hard copy, the same shall be scrutinized for material deviation / fraud etc., However, in case of typo error the uploaded copy shall govern.

4.10 ANNULMENT OF AWARD

Failure of the Applicant to comply with the requirements set forth in this RFP Document and / or the provisions of the Contract shall constitute sufficient grounds for the annulment of the award.

4.11 AUTHORITY'S RIGHT TO ACCEPT OR REJECT ANY AND/OR ALL PROPOSALS

Authority reserves the right to accept or reject any Proposal in its sole discretion, and to annul the Tender Process or reject all proposals without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Award without incurring any liability.

5. TERMS OF REFERENCE

5. TERMS OF REFERENCE

5.1 BACKROUND

Directorate of Animal Husbandry (the "**Authority**") intends to select an agency for Production &Supply of Certified Fodder Seed to Animal Husbandry Department, Andhra Pradesh for a Period of five Years.

5.2 SCOPE OF SERVICES

The Selected agency shall execute the assignment as per the requirement and order(s) given by the Authority for the entire agreement period based on the prices arrived pursuant to this tendering process. The list of items and their specifications are as below:

i. Production &Supply of Certified Fodder Seed

Five Year Action plan for Production& Supply of fodder seed in Qtls:

SL.NO	Crop & Variety	2021-22	2022-23	2023-24	2024-25	2025-26
1	Multicut Hy-Fodder Sorghum CSH-24 MF (Certified)	20000	25000	30000	35000	40000
2	Multicut Hy-Fodder Sorghum PC-6(UPMC-503) Certified	5000	6000	7000	8000	10000
3	Maize African Tall (Certified)	5000	5000	5000	5000	5000
4	Fodder Cowpea EC-4216 (Certified)	4500	4500	6000	7000	8000
5	Fodder Bajra BAIF-1 (Certified)	500	500	1000	1000	2000
	TOTAL	35000	41000	49000	56000	65000

Item Name	Unit Pack
Multicut Hy-Fodder Sorghum CSH-24 MF (Certified)	5 Kg
Multicut Fodder Sorghum PC-6 (UPMC-503) (Certified)	5 Kg
Maize African Tall (Certified)	5 Kg
Fodder Cowpea EC4216 (Certified)	3 Kg
Fodder Bajra BAIF-1 (Certified)	1 KG

Declaration of sample submission is compulsory and should be submitted on or before the date and time as mentioned and requested by the Authority. Non-deposition of samples shall entail rejection of the tender.

The minimum standards and specifications, certifications, packaging, marking & labelling, seed samples etc., shall be in accordance to appropriate rules & regulations (Seed Act 1966) etc., in vogue.

The bidder shall deposit two (2) fodder seed samples of One (1) Kg for each Unit pack in sealed cloth bags labeled with name, address and signature of the supplier as per Indian Minimum Seed Certification Standards to the Director of Animal Husbandry. The Firm should enclose a declaration that the Fodder Seed is true to type and processed as per prescribed norms.

On finalization of tenders, the successful bidder has to submit (13) fodder seed sample of approved variety @ (1) Kg packed and labeled as per Indian minimum seed certification standards to the Director of Animal Husbandry, A.P. Vijayawada for its verification as per the approved sample so as to send to all the Joint Directors (AH) in all the districts in the State for utilization as referral samples in the districts.

Source of procurement of parent seeds proposed for fodder seed production

Multicut Hy-Fodder Sorghum CSH-24 MF	Breeder seed from IIMR Hyderabad by signing MoU and further multiplied foundation seeds with the said source by duly certified by the concerned certification agency/any ICAR institutions
Multicut Hy-Fodder Sorghum PC-6(UPMC-503)	Breeder seed from IIMR Hyderabad by signing MoU and further multiplied foundation seeds with the said source by duly certified by the concerned certification agency /any ICAR institutions
Maize African Tall	Breeder seed from MPKV Rahuri, UAS Dharwad, UAS Bangalore and further multiplied foundation seeds with the said source by duly certified by the concerned certification agency/any ICAR institutions
Fodder Cowpea EC-4216	Breeder seed from MPKV Rahuri, UAS Dharwad, UAS Bangalore and further multiplied foundation seeds with the said source by duly certified by the concerned certification agency/any ICAR institutions.
Fodder Bajra BAIF-1	Breeder seed from BAIF Institute PUNE by signing MoU and further multiplied foundation seeds with the said source by duly certified by the concerned certification agency/any ICAR institutions

The agency can procure breeder seed & foundation seeds from any of the ICAR Institutes / State Agriculture Universities/ National Seed Corporation /Regional

forage stations /Milk Unions/ Cooperatives / State Seeds Corporation Limited/ Krishi Vigyan Kendra /BAIF Limited etc as specified by the Government of India.

The Indented seed should be delivered by the supplier at the VD Level in the entire state or at any other place as requested by the Indenting Officer, within (15) days of indent, failing which order shall be deemed as cancelled.

The fodder seed supplies will be deemed to be completed only upon receipt of the seed analysis report from the concerned seed testing Laboratories of Agriculture Department. Samples which do not meet quality requirements shall render the relevant consignments/ lots liable to be rejected. If the samples do not confirm to statutory standards, the bidder should take back the entire stock with in a period of 15 days of the receipt of the letter from the Indenting officer or Director of Animal Husbandry, A.P. Vijayawada. The stock shall be taken back at the expenses of the bidder. The Director of Animal Husbandry, A.P. Vijayawada reserves the right to destroy such sub-standard Fodder Seed, if the bidder does not take back the Fodder Seed within the stipulated time. The Director of Animal Husbandry will initiate necessary action on the bidder, and that Firm shall be blacklisted and no further supplies accepted in case the rejected seed is not taken back. The bidder shall also not eligible to participate in the Animal Husbandry Department, A.P. Vijayawada tenders for a period of three subsequent years.

Quality testing:

The quality testing of fodder seed shall be in accordance with the procedures specified by the Department for supply of various inputs through RBKs. The Lot size for each variety of fodder seed will be of 10 MTs. Though the fodder seed is produced as per the APSSCA norms, the seed samples will be collected by the AFI at source at random and send the samples to the Seed Certification Agency for seed analysis. After confirming with the specifications for the particular fodder seed, the fodder seed will be dispatched by the supplier.

Samples which do not meet quality requirements the whole lot shall beliable for rejection. If the Fodder Seed sample is declared to be substandard, such consignment will be deemed to be rejected. If any fodder seed supplied by the tenderer is partially or wholly used or consumed after supply and is subsequently found to be not as per specifications, inferior in quality or description or are otherwise faulty, then the cost of such fodder seed will be recovered from the tenderer, if the payment had already been made, in addition to penalty for the entire consignment.

The Indenting Officers are entitled to reject the seed if it is not of the stipulated quality, weight, packing or delivered without Invoice in triplicate.

If more than 1/3rd quantity of fodder seed of any approved variety supplied in any district is declared as of substandard quality during the Rate Contract period, the firm shall be blacklisted for not less than three years.

The quantity of Seed mentioned in Tender is only a tentative requirement. The Quantities indicated may vary basing on Seasonal conditions, natural calamities and field needs.

Samples of the Fodder Feed with the given unit Pack (Kgs) mentioned in the table in 5.2 (ii) along with analytical report(s) need to be submitted to the authority along with the hard copies of the bid and failing to submit shall cause the bid to be invalid.

If the analytical report is not in compliance as per the requirement / specification mentioned, then the bid shall be rejected.

The Fodder seed is to be supplied in cloth/gunny/HDPE bag properly treated, packed as per approved unit pack and labeled under Seeds Act as per Indian Minimum Seed Certification Standards and shall bear in red print with inscription ‘For A.P. Animal Husbandry Dept. Use only`’ (for A.P.A.H.D. Use).

In all the above conditions, the decision of the Director of Animal Husbandry, A.P. Vijayawada shall be final and binding.

In the event of tendered Fodder Seed supplies failing in quality tests & timely supply, contract with the tenderer will be suspended and purchases would be made from alternative suppliers.

The quantity of Seed mentioned in Tender is only a tentative requirement. The Quantities indicated may vary basing on Seasonal conditions, natural calamities and field needs.

Samples of the Fodder Feed with the given unit Pack (Kg) mentioned in the table in 5.2 (ii) along with analytical report(s) need to be submitted to the authority along with the hard copies of the bid and failing to submit shall cause the bid to be invalid. If the analytical report is not in compliance as per the requirement / specification mentioned, then the bid shall be rejected.

The Fodder seed is to be supplied in cloth/gunny/HDPE bag properly treated, packed as per approved unit pack and labeled under Seeds Act as per Indian Minimum Seed Certification Standards and shall bear in red print with inscription ‘For A.P. Animal Husbandry Dept. Use only`’ (for A.P.A.H.D. Use).

In all the above conditions, the decision of the Director of Animal Husbandry, A.P. Vijayawada shall be final and binding.

The agency should follow the Government of India Financial rules and regulations and also any agreement entered with the Department of Animal Husbandry and Dairying, Ministry of Fisheries, Animal Husbandry and Dairying, Government of India.

5.3 DELIVERABLES, TIME LINES AND PAYMENT SCHEDULE

The Assignment shall be valid for a Period of Five Years from the date of signing the agreement with the selected bidder.

The payment towards the order supplied shall be done within 45 days from the date of issue of invoice by the agency as per the T&C of this RFP after the approval of technical committee.

- No advance payment of any kind for supplies shall be entertained. No extra payment for transporter packaging will be made by the Department.
- The payment will be made by DAH and the MoU that shall be entered by DAH with the selected bidder. In case there is a subsidy portion involved, such portion of payment may be affected through the Department of Animal Husbandry. The Authority shall not pay any interest for the delay of payments if any
- The decision of Director, Animal Husbandry Department, A.P., Vijayawada or any officer duly authorized by him shall be final with regard to acceptability of the item supplied and plea for assigning any reasons for rejection will not be entertained.
- The indenting officer reserves the right to hold the payment if the stock is not supplied with in the time specified in the work order or if the supplied stock is not as per specifications or if the stock is damaged or misplaced during transport.
- The Director of Animal Husbandry or any officer so assigned by the Director for this purpose shall be the indenting officer.
- The indenting officer reserves the right to get the supplied stock verified and tested by the competent authority whether all the specifications mentioned in the tender are fulfilled. If any deviation is found all the sock of the respective work order will be rejected and the payment will be withheld.

5.4 EARNEST MONEY DEPOSIT (EMD)

a. The Bid shall be accompanied by Earnest Money Deposit (EMD) INRRs.35,00,000/- drawn from any Nationalized / Scheduled bank in favor of “Director of Animal Husbandry”, Vijayawada by way of DD / BG payable at Vijayawada.

b. No bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall be disqualified.

c. The EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of the resultant agreement. The EMD of the selected bidder will be returned without any interest, after receipt of performance security as per the terms of agreement.

d. EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

5.5 PERFORMANCE SECURITY

The performance security of 2.5% of the Final Bid value (in terms of INR) to be paid by the Selected / Successful Bidder (to be renewed and be valid at all times till the completion of the assignment) so as to execute the assignment, shall be submitted in the form of Bank Guarantee / DD in the specified format Within 15 days from the data of receipt of notification of award which shall be one among the condition precedents for signing the Service provider agreement with the Authority.

The Performance Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the tender Documents or otherwise, under the following conditions:

In the case of Selected Applicant/ Selected Bidder, if it fails to fulfill the assignment as mentioned in the ToR of this RFP.

In the case of Selected Applicant/ Selected Bidder, if it fails to execute the Assignment as per the deliverables agreed with the Authority in the agreement.

POONAM MALAKONDAIAH
SPECIAL CHIEF SECRETARY TO GOVERNMENT (FAC)

6. FORMATS FOR SUBMISSION OF PROPOSAL

(Annexures)

Annexure 1

Format for

CHECKLIST OF SUBMISSIONS

SNo.	Enclosures to the Proposal	Status (Submitted / Not Submitted)	Remarks
1.	DD towards EMD & Processing fee		
2.	Signed RFP Document		
3.	Covering Letter (Annexure 2)		
4.	Experience Details (Annexure 3)		
5.	GST registration certificate (registered in Andhra Pradesh) and Pan card (Annexure 4)		
6.	Financial Experience towards minimum Eligibility(Annexure 5)		
7.	Power of Authority (Annexure 6)		
8.	Firm Registration Certificate ~ Annexure 7 (Not required for Proprietary firm)		
9.	Affidavit of non-blacklisting by any client / authority in India (Annexure 8)		
10.	POA & MOU for Consortium (Annexure 9) – If required		

Annexure 2

Format for

COVERING LETTER (LETTER OF PROPOSAL)

(On Applicant's Letter Head)

To, Date:
THE DIRECTOR OF ANIMAL HUSBANDRY (DAH),
LABBIPET, VIJAYAWADA- 520010
ANDHRA PRADESH

Sub: *"*Selection of agency for Supply of Certified Fodder Seed to Animal Husbandry Department, Andhra Pradesh for aPeriod of Five Years*"*

With reference to your RFP Document dated _____, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of agency for Supply of Certified Fodder Seed to Animal Husbandry Department, Andhra Pradesh for a Period of fiveYears(the "Agency") for the subject assignment. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Director of Animal Husbandry (DAH), (the Authority)will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Annexures are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Agency for the aforesaid assignment.

4. I / We shall make available to the Authorityany additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I / We acknowledge the right of Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) We have examined and have no reservations to the RFP Document, including any Addendum issued by Authority;

(b) I / We do not have any conflict of interest as mentioned in the RFP Document;

(c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with the RFP Document.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the assignment or which relates to a grave offence that outrages the moral sense of the community.

10. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority (and/ or the Government of India) in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above-mentionedassignment.

12. I/We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall I/we have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened or rejected.

13. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the BDD specified in the RFP.

14. In the event of my/our firm being selected as the Agency for subject assignment, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.

15. I/We have studied RFP and all other documents carefully. We understand that we shall have not claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of agency assignment.

16. The Technical and Financial Proposals are being submitted along with Annexures to prove our financial details. The contents provided inthis regard shall be binding on us.

17. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)

Annexure 3

Format *for*

APPLICANT'S EXPERIENCE

Details of Assignment(s) executed

Production & Supply of Certified Fodder Seed

Year	Name of Assignment	Client / Organization Details	Material Details	Location	Material Supplied (In MT)	Document Enclosed as Proof of Experience*

(**Tables to be added by the bidder if required)

Signature _____

Name _____

Designation_____

Company _____

Date _____

Notes:

Annexure 4

Format for

GST registration certificate (registered in Andhra Pradesh) and Pan card

*(*Signature of the Key Expert /Authorised Signatory)

Place----------

ANNEXURE 5

In support of Minimum Eligibility Criteria

Format for

FINANCIAL SUMMARY DATA

TURNOVER RELATED DATA **(***All figures in INR Crores)*

Description	**Year 01**	**Year 02**	**Year 03**
Revenue from similar subject projects / assignments			
(add) Other Revenue			
Total Turnover			

Financial Year: 1st April to 31st March or the particular accounting year followed and audited.

(**Audited CA certificate stating the turnover is acquired from the subject business only shall be submitted**)

Note:

1. The applicant shall submit Audited Balance Sheets/ Annual Reports
2. The annual Turnover & Net worth data should be certified by a practising Charted Accountant.

SIGNATURE _____
NAME _____
DESIGNATION _____
COMPANY SEAL COMPANY _____
DATE _____

ANNEXURE 6

Format for

POWER OF AUTHORITY TO BID SIGNATORY

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

Know all men by these presents, We, _____, a company / firm registered under _____ and having its Registered Office at _____ do hereby constitute, nominate, appoint and authorize _____ and presently residing at _____ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for _____ including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conference and providing information/ responses to the Director of Animal Husbandry (DAH), (the "Authority"), representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……. THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF……., 2021

For…….

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

……

(Signature, name destination and address of the Attorney)

Notes:
The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-Judicial stamp paper of Rs 100/- (one hundred) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the documents will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apposite certificate.

ANNEXURE 7

Format for

FIRM REGISTRATION CERTIFICATE

(Not required for Proprietary firm)

ANNEXURE 8

Format for

AFFIDAVIT OF NON-BLACKLISTING BY ANY CLIENT / AUTHORITY IN INDIA

Format for

POWER OF ATTORNEY AND MEMORANDUM OF UNDERSTANDING FOR CONSORTIUM

Power of Attorney

Dated this_____day of_____2021

Know all persons by these presepnt that We_____and_____(here in after collectively referred to "the consortium / joint venture") hereby appoint and authorize_____as our attorney.

Whereas the Director of Animal Husbandry (DAH) has invited applications from interested parties for the "Selection of agency(s) for Supply of Certified Fodder Seed to Animal Husbandry Department, Andhra Pradesh for a Period of Five Years" (hereinafter referred to as "the Assignment"),

Whereas the members of the consortium/joint venture are interested in bidding for this assignment in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

And whereas it is necessary for the members of the consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid assignment.

We hereby nominate and authorize_____as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to DAH, to follow up with DAH and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license contract is entered into with the Selected agency.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that our said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deedonthis_____dayof_____2022.
[Signature]
For and on behalf of
[Company]

Memorandum of Understanding

Know all men by these present that we, and (herein after collectively referred to “the consortium”) for execution of tender. Whereas the DAH has invited tenders from the interested parties for “Selection of agency(s) for Supply of Certified Fodder Seed to Animal Husbandry Department, Andhra Pradesh for a Period of Five Years”.

Whereas the members of the consortium are interested in bidding for the work of in accordance with the terms and conditions of the RFP/tender.

This Consortium contract is executed to undertake the work and role and responsibility of the firms as .

And whereas it is necessary under the conditions of the RFP/tender for the members of the consortium to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid tender is the Lead Member of the Consortium.

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or executive all or any of the acts or things in connection with the execution of this Tender and thereafter to do all acts, deeds and things on our behalf and thereafter till the satisfactory completion of work / assignment.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given. All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this day of .
[Signature]

By the with named through its duly constituted attorneys in the presence of . [Signature]

By the with named through its duly constituted attorneys in the presence of

Notes:

For the purposes of Memorandum of Understanding and Power of Attorney:

The contracts are to be executed by the all members in case of a Consortium.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

POONAM MALAKONDAIAH
SPECIAL CHIEF SECRETARY TO GOVERNMENT (FAC)